



**Cornell University
ILR School**

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Plainedge Union Free School District and Plainedge Cafeteria Employees Association (2009)**

Employer Name: **Plainedge Union Free School District**

Union: **Plainedge Cafeteria Employees Association**

Effective Date: **07/01/09**

Expiration Date: **06/30/12**

PERB ID Number: **5956**

Unit Size: **12**

Number of Pages: **8**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

W
CAF / 5956

AGREEMENT

between

THE PLAINEDGE BOARD OF EDUCATION

and

THE PLAINEDGE CAFETERIA EMPLOYEES' ASSOCIATION

July 1, 2009 to June 30, 2012

**RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

DEC 21 2009

ADMINISTRATION

Agreement made and entered the twenty-second day of October 2009, by and between the Plainedge Board of Education (hereinafter referred to as the "Board") and the Plainedge Cafeteria Employees' Association (hereinafter referred to as the "Association").

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive negotiating representative of all part-time Cooks, Assistant Cooks, Cook Manager, Food Service Workers, and Delivery person, excluding all per diem substitute cafeteria employees. This recognition shall continue for the maximum period permissible under Section 208 (c) of the Taylor Law.

ARTICLE II

WAGES (HOURLY)

Employees hired by June 30, 2009

	Cook Manager	Cook	Asst. Cook	Food Service Worker	Delivery
2009-10	36.89	22.65	21.00	14.34	21.88
2010-11	37.63	23.11	21.42	14.70	22.32
2011-12	38.38	23.57	21.85	15.07	22.76

Employees hired in this unit after June 30, 2009

	Cook Manager	Cook	Asst. Cook	Food Service Worker	Delivery
2009-10	22.14	19.26	16.80	12.91	16.41
2010-11	22.58	19.64	17.14	13.23	16.74
2011-12	23.03	20.03	17.48	13.56	17.07

For the term of this contract, employees hired by June 30, 2009 that are then promoted to the assistant cook and cook positions will receive hourly rates applicable to "Employees hired by June 30, 2009."

Employees shall receive an additional 30% per hour for work performed after 3:00 p.m. and on weekends. There shall be a minimum of 3 hours of extra time when employees are asked to work other than their normal hours, except for the After-school cooking class when they will be paid for 1.5 hours.

When kitchen mechanical equipment is being used, members of the Cafeteria Employees' Association must be hired.

Longevity

An employee who completes ten (10) years of service by November 1 will receive \$300 annually; employees who reach fifteen (15) years of service by November 1 shall receive \$400 annually; employees who reach twenty (20) years of service by November 1 shall receive \$500 annually; employees who reach twenty-five (25) years of service by November 1 shall receive \$750 annually. Longevity payments are not cumulative. Employees will be paid in one longevity payment to be dispensed in the last paycheck in November.

To qualify for longevity payments workers must be scheduled to work on average 3.75 hours per day.

ARTICLE III

UNIFORMS

- A. Annual Allowance—Each employee shall receive an annual \$250 uniform allowance to be dispensed in the first paycheck in September. For employees hired after the beginning of the school year, said amount shall be prorated in that the employee shall receive \$25 for each month or partial month of service remaining in the school year. In the event that an employee leaves the district prior to February 1, the sum of \$125 will be deducted from the final paycheck.

Employees shall be responsible for providing their own uniforms in accordance with specifications adopted by the School Lunch Manager.

ARTICLE IV

BENEFITS

1. Unit employees who are scheduled for twenty (20) hours or more of work each week are eligible for the following benefits:
 - A. Holidays: Two holidays for each year of employment, to a maximum of twelve (12) holidays in the following order:
 - Columbus Day
 - Veterans Day
 - Thanksgiving Day
 - Day After Thanksgiving Day
 - Christmas Day
 - New Year's Day
 - President's Day
 - Memorial Day
 - Christmas Eve
 - New Year's Eve
 - Martin Luther King Day
 - Good Friday
 - B. Sick Days: Five (5) days annually, cumulative to a total of ninety (90) days.
 - C. Special Absence Days: Four (4) days annually A maximum of two (2) unused days may be accumulated the following year as sick days. Reasons for use of special absence days shall be identical to those of other bargaining units.
 - D. Life Insurance: Group term life insurance in the amount of \$2,500. The Cook manager shall receive group term life insurance in the amount of \$30,000.
 - E. Health Insurance: Eligible unit employees may elect to participate in the district's health insurance program. The District will pay the New York State minimum

premium of 50% for Individual and 35% for family coverage. The District will not pay rates in excess of the NYSHIP/Empire rate.

Health insurance benefits begin on the first of the month following an employees hire date and terminate on the last day of the month of the employees separation from the District.

Prior to July 1, 2009 Carmela C. Nardiello was enrolled in the district's health insurance program; therefore, Ms. Nardiello is permitted to continue her enrollment in the program despite her ineligibility under the minimum hourly requirement set forth in Article IV, Section 1 herein. This clause shall not apply to any other employee covered under this contract.

- F. Dental Insurance: The District shall provide Individual and Family Dental Insurance coverage in effect for the Plainedge Federation of Teachers and on the same premium share basis.
 - G. Disability Insurance: Eligible employees will receive long term disability insurance in accordance with the disability policy in effect for the district's teachers.
2. Unit Employees working less than twenty (20) hours shall receive three special absence days which may be rolled over and used in the following fiscal year.

ARTICLE V

MISCELLANEOUS

- B. Workers' Compensation: All unit members are covered under Workers' Compensation as prescribed by law.
- C. Payroll: Employees will be paid on a semi-monthly basis.
- D. Promotion: Consideration will be given to unit members who wish to fill vacancies within their assigned buildings. All vacancies will be posted in each building.
- E. Out-of-Title: Unit members who work out-of-title will be paid the higher hourly wage rate beginning with the first day of such work.
- F. Bereavement Leave: The district will provide three (3) paid bereavement days in the event of death in the immediate family (mother, father, spouse's mother or father, spouse, children, sister or brother, grandchildren) or of a relative living in the same house.
- G. Substitute Workers: Permanent staff members will be called to work before substitute workers anytime one school is serving lunch but the other schools are not.
- H. Snow Days: Each member will be paid for one snow day. If there are no snow days,

the day will be added to Memorial Day weekend.

- I. Vacation: The Cook Manager shall receive 10 days paid vacation.
- K. Special Functions: In the event lunch is provided by another organization, members shall report to work and be paid for the day.

ARTICLE VI

GRIEVANCE PROCEDURE

The term "grievance" shall mean a dispute between the parties hereto with respect to the meaning or interpretation of any provision of this agreement.

A unit member who claims to have a grievance shall present the grievance in writing to the School Lunch Manager within five (5) days after the occurrence. If the grievance is not satisfactorily resolved within five (5) days thereafter, the grievance may be submitted in writing to the Assistant Superintendent for Business within five (5) days. If the grievance is not satisfactorily resolved within five (5) days thereafter, the grievance may be submitted in writing to the Superintendent of Schools within five (5) days. The Superintendent of Schools, or his designee, shall review the matter and make a determination.

ARTICLE VII

THE BOARD

It is expressly understood and agreed that the Board reserves exclusively to itself the right to cancel, amend, change, modify, or revise any and all existing rules, regulations, orders and policies and/or to institute or adopt new rules, regulations, orders, and policies, on any and all matters and subjects, that do not substantially affect the wages, hours or terms and conditions of the employment of the cafeteria staff.

ARTICLE VIII

CONFORMITY WITH SECTION 204-a OF THE TAYLOR LAW

It is agreed by and between the parties that any provision of this Agreement requiring legislative action to permit its implementation by Amendment of law or by providing additional funds therefore shall not become effective until the appropriate legislative body has given approval.

ARTICLE IX

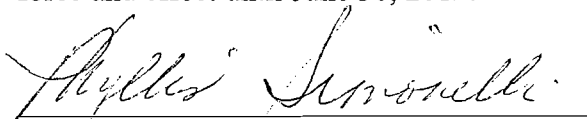
COLLECTIVE NEGOTIATIONS

- A. The parties hereto agree that they have fully bargained with respect to salaries, hours, and other terms and conditions of employment and have settled the same for the term of this Agreement in accordance with the terms hereof.
- B. In the event any provision or provisions hereof are held to be unlawful, the remaining provisions of this Agreement shall remain in effect and the parties hereto shall meet forthwith for the purpose of modifying the same to conform with law and/or negotiating provision or provisions in lieu thereof.

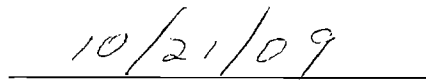
ARTICLE X

DURATION

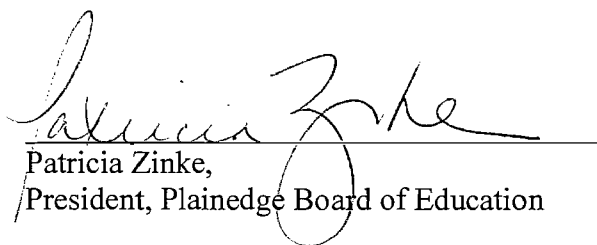
The provisions of this Agreement shall be effective July 1, 2009 and shall continue in full force and effect until June 30, 2012.



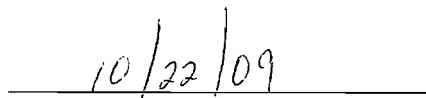
Phyllis Simonelli,
President, Plainedge Cafeteria Employees Association



Date



Patricia Zinke,
President, Plainedge Board of Education



Date

This agreement was approved at a Public Meeting of the Board of Education on October 22, 2009.

Linda Schettini, District Clerk

